

RESOLUTION NO.: 52-2025
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ROCKMILL FINANCIAL CONSULTANTS, INC. TO PROVIDE INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES FOR THE ISSUANCE OF SECURITIES BY THE CITY.

WHEREAS, Rockmill Financial Consultants, Inc. ("Rockmill") submitted a proposed agreement to the Mayor on April 4, 2025, to provide independent registered municipal advisor services to the City for the anticipated issuance by this Council of notes ~~and/or bonds~~ for the financing of a public improvement project(s) in the City and proposes to be compensated at the rate of Four Dollars (\$4.00) per Thousand Dollars of securities that are issued.

WHEREAS, this Council desires to authorize the Mayor to execute an agreement with Rockmill Financial Consultants, Inc. for the provision of independent registered municipal advisor services to the City for the anticipated issuance by this Council of notes for the financing of a public improvement project(s) in the City

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to execute the agreement with Rockmill Financial Consultants, Inc. as set forth in Exhibit A hereto, subject to Section 2 of this Resolution.

Section 2: The authorization of the agreement attached hereto as Exhibit A is conditioned on the appropriation of funds therefor by this Council, the certification of availability of those funds by the Director of Finance, and the approval as to legal form by the Director of Law.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code,

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: April 8, 2025

APPROVED: April 8, 2025

ATTEST: Tracey Blair
Tracey Blair
Clerk of Council

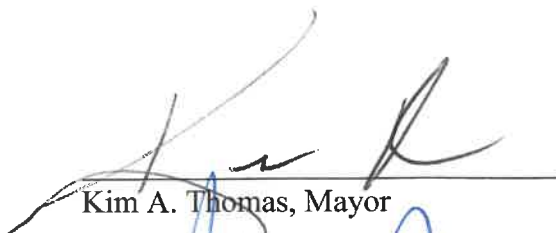
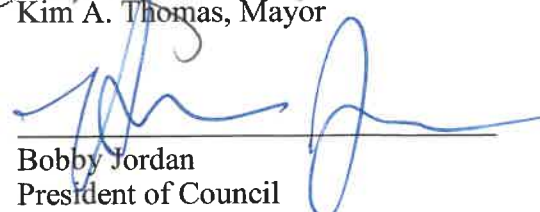

Kim A. Thomas, Mayor

Bobby Jordan
President of Council

EXHIBIT A



April 4, 2025

Mayor Kim A. Thomas
Richmond Heights City Hall
26789 Highland Road
Richmond Heights, OH 44143

Re: Municipal Advisory Services Agreement

Dear Mayor Thomas,

On behalf of Rockmill Financial Consultants, LLC ("we," "Rockmill Financial" or "Municipal Advisor"), we wish to thank you for the opportunity to serve as municipal advisor to City of Richmond Heights, Ohio (the "City" or "Client") related to the issuance of the City's Municipal Notes or Bonds (the "Securities"). This Agreement will establish the terms and conditions under which Rockmill Financial will provide municipal advisory services to the City.

1. Municipal Advisory Services to be Provided by Rockmill Financial. The Client hereby engages Rockmill Financial to serve as its municipal advisor, and in such capacity Rockmill Financial agrees to act as the Client's fiduciary with respect to the issuance of the Securities, and to provide advice as to the structure, timing, terms and other matters regarding the issuance of the Securities including the following services (the "Scope of Services"), if and as requested by the Client:

- Recommend a financing structure that meets the City's needs.
- Meet with the City's administrators to develop a comprehensive plan for the finance and issuance of those Securities.
- Meet with administrators and Council as often as necessary to provide guidance to fully execute the financing plan.
- Attend Council meetings to review and explain all aspects of the transaction and provide our advice and recommendations.
- Review and confirm the final revenue and debt service projections prior to the sale of the Securities.
- Oversee the sale process and confirm the appropriateness of the transactional fees and expenses, if necessary.
- Review and recommend the best interest rate and structuring offer.
- Ensure the City receives comparable sale data to confirm proper results of the sale.
- Assure a complete set of final numbers are distributed to the City, Bond Counsel, Paying Agent, OMAC, MSRB, etc.;
- Coordinate the monetary aspects of the closing.
- Provide a financing summary to the Council at completion of the transaction.
- Such other usual and customary municipal advisory services as may be requested by the Client related to the issuance of these Securities.

Under MSRB Rule G-23, Rockmill Financial will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold during our engagement as municipal advisor, or provide any services typically provided by a placement agent, such as negotiating independently with potential purchasers or taking any binding action on the Client's behalf. Rockmill Financial is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

(a) Limitations on Scope of Services. The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, disclosure, legal, accounting or engineering advice with respect to any Client Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(iv) If Client has designated Municipal Advisor as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption") with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor's activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor's prior written consent.

(b) Amendment to Scope of Services. The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services

2. Fees and Expenses; Limitation of Liability; Required Disclosures.

(a) Fees and Expenses. For our municipal advisory services, Rockmill Financial shall be entitled to a fee of not to exceed \$4.00 per thousand financed. The Client shall be responsible for paying all other costs of issuance, including without limitation, bond underwriter, placement agent, bond counsel, and ratings agency fees and expenses, and all other expenses incident to the performance of the Client's obligations under any proposed financing plan. Payment is due upon closing of the proposed financing from the proceeds of such transaction.

(b) Limitation of liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Client Issue or Product or otherwise relating to the tax treatment of any Client Issue or Product, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived.

(c) Required Disclosures. MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of potential material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

3. Term and Termination. The term of this engagement shall extend from the date of this Agreement through the closing of the Securities. Notwithstanding the foregoing, either party may terminate Rockmill Financial's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party. If Rockmill Financial's engagement is terminated by the Client, the Client agrees to compensate Rockmill Financial for its out-of-pocket expenses and prorated fees accumulated up to and including the date of termination.

4. Municipal Advisor's Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action with a course of action or that form the basis for, and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf. Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide Municipal Advisor with written direction to do so as well as any information it has received from such third party relating to its recommendation.

The Client understands that the consummation of the engagement will be based upon, among other things, the truth, accuracy and completeness of the materials and other information provided to potential investors and to Rockmill Financial. The Client agrees that all such materials and information will be true, correct and complete, and that it will update such information during the course of the engagement, as appropriate, and that all projections provided by the Client will have been prepared in good faith and based upon reasonable assumptions. The Client acknowledges and agrees that Rockmill Financial will rely upon such materials, information and projections without independent verification.

5. Miscellaneous. This Agreement shall be governed and construed in accordance with the laws of the State of Ohio. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

6. Non-Discrimination. Rockmill Financial, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

7. Waiver of Jury Trial. **EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.**

8. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

9. Entire Agreement. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

10. Severability. If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

11. No Third-Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. Authority. The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement:

Kim A. Thomas, Mayor

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you, as well as the confidence you have placed in us.

Very truly yours,

ROCKMILL FINANCIAL CONSULTING, LLC

By: _____
David J. Conley
Title: President
Date: April 4, 2025

Accepted this _____ Day of _____, 2025
CITY OF RICHMOND HEIGHTS, OHIO

By: _____
Kim A. Thomas, Mayor

Approved as to form and correctness:

By: _____
R. Todd Hunt, Director of Law

FISCAL OFFICER CERTIFICATION

By: _____
Tom Dilello, Finance Director

ROCKMILL FINANCIAL CONSULTING, LLC

DISCLOSURE STATEMENT

Dated: April 4, 2025

This Disclosure Statement is provided by **ROCKMILL FINANCIAL CONSULTING, LLC** ("Municipal Advisor") to the City of Richmond Heights, Ohio ("Client") in connection with the Municipal Advisor Engagement Letter dated April 4, 2025 (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Potential Material Conflicts of Interest – Municipal Advisor makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement to which this Disclosure Statement is attached, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict.

General Mitigations. As general mitigations of Municipal Advisor's conflicts, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. To the extent that any fees due under the Agreement to which this Disclosure Statement is attached will be based on the size of the Issue and/or the payment of such fees are contingent upon the delivery of the Issuance of securities and/or debt instruments, this may present a conflict because it could create an incentive for Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

To the extent that any fees due under the Agreement to which this Disclosure Statement is attached are in a fixed amount established at the outset of the Agreement, such fixed amount must be based upon an analysis by Client and Municipal Advisor of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by Municipal Advisor. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

To the extent that any fee due under the Agreement to which this Disclosure Statement is attached are based on hourly fees of Municipal Advisor's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate, such form of compensation presents a potential conflict of interest if Client and Municipal Advisor do not agree on a reasonable maximum amount at the outset of the engagement, because Municipal Advisor does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

Other Municipal Advisor or Underwriting Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases, as a municipal advisor that provides structuring advice with respect to underwritings of new issuances of municipal securities by other municipal entities, the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could

potentially constitute a conflict of interest if, as in the example above, the municipal entities to which Municipal Advisor serves as municipal advisor could have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

I. **Material Legal or Disciplinary Events.** There are no legal or disciplinary events that are material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.

II. **How to Access Form MA and Form MA-I Filings.** Municipal Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <https://www.sec.gov/edgar/searchedgar/companysearch.html>.

III. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Municipal Advisor has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.